

The Honorable John C. Coughenour

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON

DARK CATT STUDIOS HOLDINGS, INC., a  
Delaware corporation, and DARK CATT  
STUDIOS INTERACTIVE LLC, an Illinois  
limited liability company, *on behalf of*  
*themselves and all others similarly situated,*

Plaintiffs,

v.

VALVE CORPORATION, a Washington  
corporation,

Defendant.

CASE NO.: 2:21-cv-00872-JCC

**ANSWER AND AFFIRMATIVE  
DEFENSES TO AMENDED CLASS  
ACTION COMPLAINT**

**JURY TRIAL DEMANDED**

Defendant, Valve Corporation (“Valve”) hereby answers Plaintiffs’ Amended Class Action Complaint (the “Complaint”) as follows. To the extent any headings in the Complaint state factual allegations, Valve denies those allegations. Valve reserves the right to amend this Answer as this case proceeds.

**I. INTRODUCTION AND NATURE OF THE CASE**

1. Valve admits that Dark Catt is a game developer that made a game available for play on Steam. Valve denies all remaining allegations in paragraph 1.

1           2.       Valve denies all allegations in paragraph 2, except that from time to time, Valve  
2 retained a Revenue Share (as defined in the Steam Distribution Agreement or “SDA”) of or  
3 about 30% of the sales price of Dark Catt’s game and a \$100 fee per application that was subject  
4 to recoupment by Dark Catt.

5           3.       Valve denies all allegations in paragraph 3.

6           4.       Valve admits only that Electronic Arts and Ubisoft publish some of their games  
7 on Steam. Valve denies all remaining allegations in paragraph 4 and footnote 1.

8           5.       Valve denies all allegations in paragraph 5.

9           6.       Valve denies all allegations in paragraph 6. Valve further denies that it has a “PC  
10 game distribution monopoly” or “executes [a] scheme” to maintain one.

11          7.       Valve denies all allegations in paragraph 7 and footnote 2.

12          8.       Valve admits only that it retains a Revenue Share of or about 30% of the sales  
13 prices of some publishers’ games sold on Steam. Valve denies the remaining allegations in  
14 paragraph 8.

15          9.       Valve denies all allegations in paragraph 9.

16          10.      Valve denies all allegations in paragraph 10.

17          11.      Valve lacks knowledge or information sufficient to form a belief as to the truth of  
18 the allegations in paragraph 11 and therefore denies them.

19          12.      Valve denies all allegations in paragraph 12.

20          13.      Valve admits that it does not receive a commission on Steam Keys sales on third-  
21 party stores. Valve denies the remaining allegations in paragraph 13.

22          14.      Valve denies all allegations in paragraph 14.

23          15.      Valve admits that consumers use Steam keys to access and play on Steam the  
24 games the Steam Keys grant access to. Valve also admits that it may earn revenue from  
25 purchases that are associated with the consumer’s gameplay and acquires some information  
26 about Steam key distribution and usage as set forth in the Steam Privacy Policy Agreement,

1 [https://store.steampowered.com/privacy\\_agreement/](https://store.steampowered.com/privacy_agreement/). Valve denies the remaining allegations in  
2 paragraph 15.

3 16. Valve denies all allegations in paragraph 16.

4 17. Valve denies all allegations in paragraph 17.

5 18. Valve denies all allegations in paragraph 18.

6 19. Valve admits that the quoted words in the paragraph and footnote 3 appear in the  
7 NEXT WEB article Plaintiffs cite and respectfully refers the Court to the document for a complete  
8 statement of its contents. Valve lacks knowledge or information sufficient to form a belief as to  
9 the truth of the facts asserted in the quotations, and therefore denies them. Valve also lacks  
10 knowledge or information sufficient to form a belief as to the truth of the remaining allegations  
11 in paragraph 19, and therefore denies them.

12 20. Valve denies that “Publishers” are “unjustifiably being banned from Steam.”  
13 Valve lacks knowledge or information sufficient to form a belief as to the truth of the remaining  
14 allegations in paragraph 20, and therefore denies them.

15 21. Valve denies all allegations in paragraph 21.

16 22. Valve denies all allegations in paragraph 22.

17 23. Valve denies all allegations in paragraph 23.

18 24. Valve denies all allegations in paragraph 24.

19 25. Paragraph 25 contains legal conclusions to which no response is required. To the  
20 extent a response is required, Valve denies all allegations in Paragraph 25.

## 21 **II. PARTIES**

22 26. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
23 the allegations in paragraph 26, and therefore denies them.

24 27. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
25 the allegations in paragraph 27, and therefore denies them.

28. Valve admits that it entered into an agreement with “Dark Catt Studios Holding, Inc.” The allegation that “DCS Interactive [was] bound by the terms of its parent DCS Holdings’ contracts with Valve” constitutes a legal conclusion to which no response is required. To the extent a response is required, Valve lacks knowledge or information sufficient to form a belief as to the truth of this assertion. Valve also lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 28.

29. Paragraph 29 contains legal conclusions to which no response is required. To the extent a response is required, Valve admits that it is a corporation organized and existing under the laws of the State of Washington with its principal place of business in Bellevue, Washington, that it develops games, operates Steam, designs and arranges for the manufacture of hardware, enters into the SDA with some game publishers, and makes Steamworks Documentation available to them. Valve lacks knowledge or information sufficient to form a belief as to the truth of allegation that it is “the world’s largest PC game distributor.” Valve denies the remaining allegations in paragraph 29.

### **III. JURISDICTION AND VENUE**

30. Paragraph 30 contains legal conclusions to which no response is required. To the extent a response is required, Valve admits Dark Catt purports to bring this action under Sections 4 and 16 of the Clayton Act, 15 U.S.C. §§ 15(a) & 26, 28 U.S.C. § 1331, and 28 U.S.C. § 1337, on grounds that this action arises under Section 2 of the Sherman Act, 15 U.S.C. § 2, and under the Washington Consumer Protection Act. Valve denies the remaining allegations in paragraph 30.

31. Paragraph 31 contains legal conclusions to which no response is required. To the extent a response is required, Valve admits that it is a Washington corporation headquartered in Bellevue, Washington, it transacted business in the Western District of Washington, and contracted with publishers within the United States. Valve denies the remaining allegations in paragraph 31.

32. Paragraph 32 contains legal conclusions to which no response is required. To the extent a response is required, Valve admits that parties to the SDA agree to resolve disputes exclusively in the state or federal courts located in King County, Washington, but denies the remaining allegations in paragraph 32.

#### **IV. ANTITRUST LAWS**

33. Paragraph 33 contains legal conclusions to which no response is required. To the extent a response is required, Valve admits that the quoted words appear in 15 U.S.C. § 2, and respectfully refers the Court to 15 U.S.C. § 2 for a complete statement of its contents.

34. Paragraph 34 contains legal conclusions to which no response is required. To the extent a response is required, Valve denies the allegations in paragraph 34.

35. Paragraph 35 contains legal conclusions to which no response is required. To the extent a response is required, Valve denies the allegations in paragraph 35.

36. Paragraph 36 contains legal conclusions to which no response is required. To the extent a response is required, Valve denies the allegations in paragraph 36.

37. Paragraph 37 contains legal conclusions to which no response is required. To the extent a response is required, Valve denies the allegations in paragraph 37.

38. Paragraph 38 contains legal conclusions to which no response is required. To the extent a response is required, Valve denies the allegations in paragraph 38.

39. Paragraph 39 contains legal conclusions to which no response is required. To the extent a response is required, Valve denies the allegations in paragraph 39.

40. Paragraph 40 contains legal conclusions to which no response is required. To the extent a response is required, Valve denies the allegations in paragraph 40.

41. Paragraph 41 contains legal conclusions to which no response is required. To the extent a response is required, Valve denies the allegations in paragraph 41.

42. Paragraph 42 contains legal conclusions to which no response is required. To the extent a response is required, Valve denies the allegations in paragraph 42.

**V. BACKGROUND ON STEAM**

**A. Valve Has Built and Maintained a Monopoly in PC Game Distribution**

43. Valve admits the allegations in paragraph 43, except that it denies that it was a publisher when it was founded.

44. Valve admits that its business changed after Steam's creation in 2003. Valve further admits that Steam provides a software client, allows Valve to distribute game patches, and includes anti-piracy and anti-cheat measures. Valve further admits that it released Half-Life 2 in November 2004 and required the Steam client to be installed on the user's PC to play that game. Valve admits that the quoted words in footnote 4 appear on the Valve website Plaintiffs cite and respectfully refers the Court to the document for a complete statement of its contents. Valve admits the facts asserted in the quotation. Valve denies the remaining allegations in paragraph 44.

45. Valve admits that the quoted words in the paragraph and footnote 5 appear in the ENGADGET article cited in footnote 5 and respectfully refers the Court to the document for a complete statement of its contents. Valve denies the facts asserted in the quotation. Valve admits that it has entered into agreements with third parties to distribute their games on Steam and sometimes receives a percentage of revenues as compensation. Valve admits there are over 50,000 games currently available on Steam. Valve denies the remaining allegations in paragraph 45.

46. Valve lacks knowledge or information sufficient to form a belief as to the truth of the allegation concerning Forbes' 2005 estimate of what Valve "grossed," and therefore denies it. Valve admits that the quoted words in the paragraph appear in the FORBES articles cited in footnotes 7 through 10, and respectfully refers the Court to those documents for a complete statement of their contents. Valve denies the fact asserted in the quotation concerning its 2011 market share. Valve admits that Mr. Newell made the statements attributed to him in paragraph 46. Valve denies the remaining allegations in paragraph 46.

1           47. Valve denies all allegations in paragraph 47, except it admits that Steam is its  
2 largest source of revenue.

3           48. Valve denies all allegations in paragraph 48.

4           49. Valve denies all allegations in paragraph 49 and footnote 13.

5           50. Valve admits that it recorded 120 million active monthly active players, 24.8  
6 million peak concurrent users, and 2.6 million new purchases per month in 2020. Valve admits  
7 that the article attributed to Joel Hruska cited in footnote 14 contains the words quoted in the  
8 footnote and respectfully refers the Court to the document for a complete statement of its  
9 contents. Valve denies the facts asserted in the quotation in footnote 14. Valve denies the  
10 remaining allegations in paragraph 50.

11           51. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
12 the allegations in paragraph 51, and therefore denies them.

13           52. Paragraph 52 contains legal conclusions to which no response is required. To the  
14 extent a response is required, Valve denies all allegations in Paragraph 52.

15           **B. Publishers Must Have Access to Steam and Steam Keys to Meaningfully**  
16           **Participate in the Market**

17           53. Valve denies all allegations in paragraph 53.

18           54. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
19 the allegations in paragraph 54, and therefore denies them.

20           55. Valve denies all allegations in paragraph 55.

21           56. Valve denies all allegations in paragraph 56.

22           57. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
23 the allegations in paragraph 57, and therefore denies them.

24           58. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
25 the allegations in paragraph 58, and therefore denies them.

59. Valve lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 59, and therefore denies them.

60. Valve lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 60, and therefore denies them.

61. Valve admits that some stores distribute Steam keys in exchange for payment by customers. Valve denies the remaining allegations in paragraph 61.

62. Valve lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 62, and therefore denies them.

63. Valve denies all allegations in paragraph 63.

64. Valve admits that the quoted words in the paragraph and footnote 22 appear in the VERGE article Plaintiffs cite and respectfully refers the Court to the document for a complete statement of its contents. Valve lacks knowledge or information sufficient to form a belief as to the truth of the facts asserted in the quotation, and therefore denies them. Valve denies the truth of the remaining allegations in paragraph 64 and footnote 21.

65. Valve denies all allegations in paragraph 65.

**C. Valve Has Made Steam Keys the Industry Standard**

66. Valve admits that Steam keys are codes generated by Valve “that provides access to a game hosted on Steam.” Valve further admits that the codes are alphanumeric. Valve denies the remaining allegations in paragraph 66.

67. Valve admits that studios can use Steam keys to enable customers to access Steam-enabled games. Valve denies the remaining allegations in paragraph 67.

68. Valve admits the allegations in paragraph 68.

69. Valve lacks knowledge or information sufficient to form a belief as to allegations in paragraph 69, and therefore denies them.



1           70. Valve admits that some publishers use Steam keys to provide review copies and  
2 promote their games. Valve lacks knowledge or information sufficient to form a belief as to the  
3 remaining allegations in paragraph 70, and therefore denies them.

4           71. Valve denies all allegations in paragraph 71.

5           **D. Valve Contracts with Publishers Through the SDA and Steamworks**  
6           **Documentation**

7           72. Valve admits that it contracts with some game publishers via the SDA. Valve  
8 further admits that the Steamworks Documentation includes certain provisions about how to use  
9 its software. Valve denies the remaining allegations in paragraph 72.

10          73. Valve admits that the quoted words in the paragraph appear in the Valve website  
11 Plaintiffs cite in footnote 23 and respectfully refers the Court to the document for a complete  
12 statement of its contents. Valve further admits that publishers seeking to publish their games on  
13 Steam must create a Steamworks developer account, agree to an SDA, and pay a Steam Direct  
14 fee for each game they seek to distribute on Steam.

15          74. Valve admits that the quoted words in the paragraph appear in the Valve website  
16 Plaintiffs cite in footnote 24 and respectfully refers the Court to the document for a complete  
17 statement of its contents. Valve admits that Steamworks SDK helps publishers integrate their  
18 games for play on Steam and access certain optional features if they choose to do so. Valve also  
19 admits that SteamPipe is a Steamworks SDK tool that is required to upload content to Steam.  
20 Valve further admits that developers publishing games on Steam in accordance with Valve's  
21 terms are often referred to as "Steamworks partners" subject to some provisions in the  
22 Steamworks Documentation and SDA. Valve denies the remaining allegations in paragraph 74.

23          75. Valve admits that the quoted words in footnote 26 appear in the SDA, and  
24 respectfully refers the Court to the document for a complete statement of its contents. Valve  
25 admits that Steamworks Documentation includes requirements for publishers who release their  
26 products on Steam. Valve denies the remaining allegations in paragraph 75.

1           76.     The term, “Steamworks rules” in paragraph 76 is vague and ambiguous, and  
 2 Valve denies the allegations relating to them on this basis. Valve denies the remaining  
 3 allegations in paragraph 76.

4           77.     Valve denies all allegations in paragraph 77.

5           78.     Valve admits that, under the SDA, Valve retains a percentage of some sales on  
 6 Steam and that publishers set their own pricing for their games on Steam. Valve lacks knowledge  
 7 or information sufficient to form a belief as to the truth of the allegations concerning pricing  
 8 decisions of third-party game developers, and therefore denies them. Valve denies the remaining  
 9 allegations in paragraph 78.

10          79.     Valve admits that it initially set 30% as its baseline Revenue Share on  
 11 substantially all games. Valve further admits that effective October 1, 2018, it modified the  
 12 standard Revenue Share to 25% when a game’s earnings reach \$10 million and to 20% when a  
 13 game’s earnings reach \$50 million. Valve also admits that it calculates Revenue Share after  
 14 adjusting for returns, discounts, refunds, fraud, chargebacks, and taxes, and that its Revenue  
 15 Share of most games sold on Steam is 30%. Valve denies the remaining allegations in paragraph  
 16 79.

17          80.     Valve denies all allegations in paragraph 80.

## 18 **VI. RELEVANT MARKET**

19          81.     Valve admits that Dark Catt alleges that the relevant product market is the PC  
 20 distribution market and that the relevant geographic market is worldwide. Valve denies these  
 21 markets are legally cognizable.

### 22 **A. The Relevant Product Market is PC Game Distribution**

23          82.     Valve denies all allegations in paragraph 82.

24          83.     Valve lacks knowledge or information sufficient to form a belief as to the truth of  
 25 the allegations concerning the compatibility of “PC games” with “game consoles” and  
 26

1 consumers' alternative uses for "PCs, consoles, and mobile devices," and therefore denies them.

2 Valve denies the remaining allegations in paragraph 83.

3 84. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
4 the allegations concerning "factors driv[ing] consumers' preferences," and therefore denies them.  
5 Valve denies the remaining allegations in paragraph 84.

6 85. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
7 the allegations concerning "consumer views" about and "use cases" for PC, console, and mobile  
8 gaming, and therefore denies them. Valve denies the remaining allegations in paragraph 85.

9 86. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
10 the allegations concerning gameplay on a PC, console, or mobile device, and therefore denies  
11 them. Valve denies the remaining allegations in paragraph 86.

12 87. Valve lacks knowledge or information sufficient to form a belief the allegations in  
13 paragraph 87, and therefore denies them.

14 88. Valve admits that over 50,000 games are currently available on Steam. Valve  
15 lacks knowledge or information sufficient to form a belief as to the truth of the allegations  
16 concerning the number of games on other platforms or "average" videogame and console prices,  
17 and therefore denies them. Valve denies the remaining allegations in paragraph 88.

18 89. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
19 the allegations concerning the numbers of PC gamers and mobile gamers as well as the average  
20 prices and revenues for videogames on PC and mobile devices, and therefore denies them. Valve  
21 denies the remaining allegations in paragraph 89 and footnote 30.

22 90. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
23 the allegations concerning consumer preferences when playing games on PC and mobile devices,  
24 and therefore denies them. Valve denies the remaining allegations in paragraph 90.

25 91. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
26 the allegations in paragraph 91, and therefore denies them.

1           92. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
2 the allegations concerning other digital storefronts, and therefore denies them. Valve denies the  
3 remaining allegations in paragraph 92.

4           93. Valve admits that the quoted words in paragraph 93 appear in the referenced  
5 filing cited in footnotes 32-34, and respectfully refers the Court to the document for a complete  
6 statement of its contents. Valve admits the facts asserted in the quotations. Valve denies the  
7 remaining allegations in paragraph 93.

8           94. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
9 the allegations concerning factors that “affect playability” and “user experience” of video games  
10 in paragraph 94, and therefore denies them. Valve also lacks knowledge or information sufficient  
11 to form a belief as to the truth of the allegations concerning the average size of mobile games and  
12 size of “the most basic PC game,” and therefore denies them. Valve admits that enhanced  
13 graphics and other features may add to a game’s data volume. Valve denies the remaining  
14 allegations in paragraph 94.

15           95. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
16 the allegations in paragraph 95, and therefore denies them.

17           96. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
18 the allegations in paragraph 96, and therefore denies them.

19           97. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
20 the allegations in paragraph 97, and therefore denies them.

21           98. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
22 the allegations in paragraph 98, and therefore denies them.

23           99. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
24 the allegations in paragraph 99, and therefore denies them.

25           100. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
26 the allegations in paragraph 100, and therefore denies them.

1           101. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
2 the allegations in paragraph 101, and therefore denies them.

3           102. Valve admits analysts following the gaming industry use a variety of metrics in  
4 their analyses. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
5 the remaining allegations in paragraph 102, and therefore denies them.

6           103. Paragraph 103 contains legal conclusions to which no response is required. To the  
7 extent a response is required, Valve denies the allegations in paragraph 103.

8           **B. The Relevant Geographic Market is Worldwide**

9           104. Valve admits that it distributes games for sale over the Internet. Valve denies the  
10 remaining allegations in paragraph 104, including that a worldwide geographic market is legally  
11 cognizable.

12           105. Valve is unable to determine the source of the allegations in paragraph 105 and  
13 therefore denies them.

14           106. Valve admits that the quoted words in paragraph 106 appear in the referenced  
15 Valve website cited in footnote 37, except that it currently refers to “132 million monthly active  
16 users,” not 120 million. Valve respectfully refers the Court to the document for a complete  
17 statement of its contents.

18           107. Valve admits that the quoted words in paragraph 107 appear in the referenced  
19 Valve website cited in footnote 38, and respectfully refers the Court to the document for a  
20 complete statement of its contents.

21           108. Valve admits that the quoted words in paragraph 108 appear in the referenced  
22 SDA provisions cited in footnotes 39-40, and respectfully refers the Court to the document for a  
23 complete statement of its contents.

24           109. Valve admits that Steam hosts games from developers in many countries  
25 throughout the world. Valve lacks knowledge or information sufficient to form a belief as to the  
26 truth of the allegation of the number of countries in which contributors to Steam Workshop

1 reside, and therefore denies that allegation. Valve denies the remaining allegations in paragraph  
2 109.

3 110. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
4 the allegations in paragraph 110, and therefore denies them.

5 111. Paragraph 111 contains legal conclusions to which no response is required. To the  
6 extent a response is required, Valve lacks knowledge or information sufficient to form a belief as  
7 to the truth of the allegations in paragraph 111, and therefore denies them.

## 8 **VII. VALVE'S MONOPOLIZATION SCHEME**

9 112. Valve denies all allegations in paragraph 112.

10 113. Valve denies all allegations in paragraph 113.

### 11 **A. Valve Requires Publishers to Agree to an Anticompetitive MFN**

12 114. Valve denies all allegations in paragraph 114.

13 115. Valve denies all allegations in paragraph 115.

14 116. Valve admits that most-favored-nation provisions can be procompetitive. Valve  
15 denies the remaining allegations in paragraph 116.

#### 16 **1. Valve's MFN Creates a Price Floor**

17 117. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
18 the allegations concerning buyer-supplier agreements, and therefore denies them. Valve admits  
19 that MFNs can be procompetitive when they control costs and keep down prices to end  
20 consumers.

21 118. The allegation that the most-favored-nation clause "is not helping Valve control  
22 costs and receive competitive prices for its inputs vis a vis its competitors" is vague and  
23 ambiguous, and Valve denies it on this basis. To the extent an answer to this allegation is  
24 deemed required, Valve denies it. Valve denies the remaining allegations in paragraph 118.

25 119. Valve denies all allegations in paragraph 119.  
26

1           120. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
2 the allegations in paragraph 120, and therefore denies them.

3           121. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
4 the allegations in paragraph 121, and therefore denies them.

5           122. Valve denies all allegations in paragraph 122.

6           **2. Publishers Must Comply with Valve's MFN**

7           123. Valve admits that its SDA and Steam Key Rules and Guidelines impose certain  
8 requirements on publishers. Valve denies the remaining allegations in paragraph 123.

9           124. Valve denies all allegations in paragraph 124.

10          125. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
11 the allegations in paragraph 125, and therefore denies them.

12          126. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
13 the allegations in paragraph 126, and therefore denies them.

14          127. Valve denies all allegations in paragraph 127.

15          128. Valve denies that the two quoted paragraphs in paragraph 128 constitute the  
16 “Delivery clause” in the SDA. Valve further denies that the first paragraph of the quotation in  
17 paragraph 128 appears in the cited clause of the SDA in footnote 45. To the contrary, it is found  
18 in section 2.1 of the SDA. Valve admits that the second paragraph of the quotation in paragraph  
19 128 appear in the cited clause of the SDA cited in footnote 45, but notes that it omits the first  
20 sentence of the paragraph. Valve respectfully refers the Court to the SDA for a complete  
21 statement of its contents.

22          129. Valve denies all allegations in paragraph 129, which describes DLC in a way that  
23 is different from the SDA and the SDA's definition of DLC quoted in paragraph 130.

24          130. Valve admits that the quoted words in paragraph 130 appear in the SDA provision  
25 cited in footnote 46, and respectfully refers the Court to the document for a complete statement  
26 of its contents.

1           131. Valve admits that the quoted words in paragraph 131 appear in the SDA provision  
2 cited in footnote 47, except that the clause is a single paragraph, not two. Valve respectfully  
3 refers the Court to the document for a complete statement of its contents.

4           132. Valve admits that the quoted words in paragraph 132 appear in the SDA, Valve  
5 respectfully refers the Court to the document for a complete statement of its contents. Valve  
6 denies the remaining allegations in paragraph 132.

7           133. Valve denies that it imposes “restrictions” on DLC. Valve lacks knowledge or  
8 information sufficient to form a belief as to the truth of the remaining allegations in paragraph  
9 133, and therefore denies them.

10          134. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
11 the allegations in paragraph 134, and therefore denies them.

12          135. Valve admits that the quoted words in paragraph 135 appear in the Valve website  
13 cited in footnote 50, except that the first bulleted clause is not found in the Steam Keys Rules  
14 and Guidelines section, but the Overview section. Valve respectfully refers the Court to the  
15 document for a complete statement of its contents. Valve denies the remaining allegations in  
16 paragraph 135.

17          136. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
18 the allegations in paragraph 136, and therefore denies them.

19          137. Valve admits that the quoted words in paragraph 137 appear in the SDA provision  
20 cited in footnote 51, and respectfully refers the Court to the document for a complete statement  
21 of its contents.

22          138. Valve denies all allegations in paragraph 138.

23          139. Valve admits it has some business interest in receiving updates to games hosted  
24 on Steam. Valve denies the remaining allegations in paragraph 139.

25          140. Valve denies all allegations in paragraph 140.  
26



**B. Valve Enforces the MFN to Prevent Meaningful Competition in PC Game Distribution**

141. Valve denies all allegations in paragraph 141.

142. Valve admits it has taken actions with respect to certain publishers' compliance with the Steamworks Documentation. Valve was unable to access the website cited in footnote 52 and thus cannot admit or deny whether the quoted language accurately reflects its text. Valve is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 142, and therefore denies them.

143. Valve denies all allegations in paragraph 143.

144. Valve lacks knowledge or information sufficient to form a belief as to the truth of the allegations concerning third parties' gaming and business practices in paragraph 144, and therefore denies them.

145. Valve admits that the quoted words in paragraph 145 appear in the Tweet cited in footnote 53 and respectfully refers the Court to the document for a complete statement of its contents. Valve denies the facts asserted in the quotation. Valve also denies the remaining allegations in paragraph 145.

146. Valve admits that the quoted words in paragraph 146 and footnote 54 appear in the ARS TECHNICA article Plaintiffs cite and respectfully refers the Court to the document for a complete statement of its contents. Valve lacks knowledge or information sufficient to form a belief as to the truth of the facts asserted in the quotation, and therefore denies them.

147. Valve admits that the quoted words in the paragraph appear in the Wolfire article cited in footnote 55 and respectfully refers the Court to the document for a complete statement of its contents. Valve denies the remaining allegations in paragraph 147.

148. Valve admits that the quoted words in paragraph 148 appear in the REDDIT article cited in footnote 56 and respectfully refers the Court to the document for a complete statement of its contents.

1           149. Valve denies that Dark Catt was “banned” because “it offered its game for a  
2 temporary lower price on Humble Bundle.” By way of further answer, Valve states that it barred  
3 Dark Catt’s offerings from Steam because Dark Catt manipulated reviews of its games in  
4 violation of the Steamworks Documentation and Valve terms.

5           150. Valve admits that its SDA permits parties to terminate the agreement if the other  
6 material breaches and fails to cure the breach within 30 days after written notice. Valve denies  
7 the remaining allegations in paragraph 150.

8           151. Valve denies all allegations in paragraph 151.

9           152. Valve denies all allegations in paragraph 152.

10           **C. Steam Keys Benefit Valve by Providing Monitoring of Publishers’ Sales on**  
11           **Other Stores and Enforcement of the MFN**

12           153. Valve admits that it has the sole ability to generate Steam keys. Valve is without  
13 knowledge or information sufficient to form a belief as to the truth of the remaining allegations  
14 in paragraph 153, and therefore denies them.

15           154. Valve admits that it provides Steam keys at no cost to publishers. Valve denies  
16 the remaining allegations in paragraph 154.

17           155. Valve admits that publishers are able to opt out of taking Steam keys. Valve  
18 denies the remaining allegations in paragraph 155.

19           156. Valve admits that it provides Steam keys at no cost to publishers. Valve denies  
20 the remaining allegations in paragraph 156.

21           157. Valve denies all allegations in paragraph 157.

22           158. Valve admits that Steam keys provide a means for consumers to access games on  
23 Steam, and Valve has access to some limited data about gameplay. Valve denies the remaining  
24 allegations in paragraph 158.

25           159. Valve denies all allegations in paragraph 159.

26

1           160. Valve admits that the quoted words in paragraph 160 appear in the SDA provision  
2 cited in footnote 57, and respectfully refers the Court to the document for a complete statement  
3 of its contents. Valve further admits that it earns no commission when a publisher sells games on  
4 a site other than Steam that can be played on Steam using Steam keys. Valve admits that  
5 consumers may use Steam keys to obtain access to such games on Steam, and Valve admits that  
6 it sometimes retains a Revenue Share on some associated purchases within such games after  
7 consumers access them on Steam. Valve denies the remaining allegations in paragraph 160.

8           161. Valve admits that the quoted words in paragraph 161 appear in the Steamworks  
9 Documentation provisions cited in footnotes 58-59, and respectfully refers the Court to the  
10 document for a complete statement of their contents. Valve admits that it amended the  
11 Onboarding section of the Steamworks Documentation to reflect the quoted text in October  
12 2021. Valve denies the remaining allegations in paragraph 161.

13           162. Valve denies all allegations in paragraph 162.

14           163. Valve admits that the quoted words in paragraph 163 appear in the Steamworks  
15 Documentation, and respectfully refers the Court to the document for a complete statement of its  
16 contents. Valve denies the remaining allegations in paragraph 163.

17           164. Valve admits that the quoted words in paragraph 164 and footnote 61 appear in  
18 the Tweet cited in footnote 61, and respectfully refers the Court to the document for a complete  
19 statement of its contents. Valve denies the facts asserted in the quotations. Valve denies the  
20 remaining allegations in paragraph 164.

21           165. Valve denies all allegations in paragraph 165.

22           166. Valve denies all allegations in paragraph 166.

23           167. Valve denies all allegations in paragraph 167.

24           168. Valve denies all allegations in paragraph 168.

25           169. Valve admits that it has the sole ability to generate Steam keys. Valve denies the  
26 remaining allegations in paragraph 169.

1 170. Valve denies all allegations in paragraph 170.

2 171. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
3 the allegations in paragraph 171, and therefore denies them.

4 172. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
5 the allegation in the second sentence of paragraph 172 that Dark Catt “has had multiple requests  
6 for Steam keys from interested publishers wanting to trial its game.” Valve denies the remaining  
7 allegations in paragraph 172.

8 173. Valve denies all allegations in paragraph 173.

9 174. Valve admits that Studio Wildcard had published the Ark: Survival Evolved on  
10 Steam in 2017. Valve lacks knowledge or information sufficient to form a belief as to the truth  
11 of the allegations concerning the impact of Valve’s action on Studio Wildcard, and therefore  
12 denies them. Valve denies the remaining allegations in paragraph 174.

13 175. Valve admits that the quoted words in paragraph 175 appear in the KOTAKU  
14 article cited in footnote 64, and respectfully refers the Court to the document for a complete  
15 statement of its contents. Valve admits that it took certain actions with respect to certain games  
16 in November 2019. Valve further admits it removed the game Electric Highways. The phrase  
17 “positive reviews” is vague and ambiguous, and Valve denies the allegations relating to them on  
18 this basis. To the extent an answer to this allegation is deemed required, Valve denies it. Valve  
19 denies the remaining allegations in paragraph 175.

20 176. Valve admits that it took certain actions with respect to Idalgame based on its use  
21 of Steamworks tools. Valve denies the remaining allegations in paragraph 176.

22 177. Valve denies all allegations in paragraph 177.

23 **D. Valve Uses Its Review System to Enforce Its Contractual Restrictions and**  
24 **Discipline Publishers**

25 178. Valve denies all allegations in paragraph 178.

26 179. Valve denies all allegations in paragraph 179.

1           180. Valve denies all allegations in paragraph 180.

2           181. Valve admits that 4A Games and Deep Silver announced an exclusive with Epic  
3 for its new release, Metro Exodus, after having made the game available for pre-sale on Steam.  
4 Valve lacks knowledge or information sufficient to form a belief as to the truth of the allegations  
5 concerning exclusivity and pricing of Metro Exodus on non-Steam platforms, and therefore  
6 denies them. Valve denies the remaining allegations in paragraph 181.

7           182. Valve admits that the quoted words in paragraph 182 appear in the TRUSTED  
8 REVIEWS and PCGAMESN articles Plaintiffs cite in footnotes 67 and 68, and respectfully refers  
9 the Court to the documents for a complete statement of their contents. Valve denies the  
10 remaining allegations in paragraph 182.

11           183. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
12 the allegations in paragraph 183, and therefore denies them.

13           184. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
14 the allegations concerning the gameplay of Metro Exodus and the impact of a user base “being  
15 spread out,” and therefore denies them. Valve denies the remaining allegations in paragraph 184.

16           185. Valve admits that Gearbox announced in April 2019 an exclusive on a competing  
17 platform for Borderlands 3 game. Valve lacks knowledge or information sufficient to form a  
18 belief as to the truth of the allegations concerning the effect of this announcement on Steam user  
19 activity, and therefore denies them. Valve denies the remaining allegations in paragraph 185.

20           186. Valve admits that Ys Net announced an exclusive on a competing platform for its  
21 Shenmue 3 game. Valve lacks knowledge or information sufficient to form a belief as to the truth  
22 of the allegations concerning Ys Net’s fundraising campaign to develop the game and the impact  
23 its announcement had on Steam user activity, and therefore denies them. Valve denies the  
24 remaining allegations in paragraph 186.

1           187. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
2 the allegations concerning the effect of Metro Exodus's announcement of an exclusive and the  
3 general impact of negative reviews, and therefore denies them.

4           188. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
5 the allegations in paragraph 188, and therefore denies them.

6           189. Valve admits that with respect to games on Steam that are not free of charge, only  
7 reviews from users who purchased a game on Steam are used to calculate its Steam score. Valve  
8 denies the remaining allegations in paragraph 189.

9           190. Valve denies all allegations in paragraph 190.

10           191. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
11 the allegations concerning the incentives of publishers and the importance of Steam reviews on  
12 game sales and visibility, and therefore denies them. Valve denies the remaining allegations in  
13 paragraph 191.

14           192. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
15 the allegations in paragraph 192, and therefore denies them.

16           193. Valve admits that the quoted words in paragraph 193 appear on the Valve website  
17 Plaintiffs cite in footnote 73 and respectfully refers the Court to the document for a complete  
18 statement of its contents. Valve admits the facts asserted in the quoted words. Valve also admits  
19 that it implemented new policies concerning its examination of user reviews and may hide  
20 certain reviews that are "off-topic" Valve denies the remaining allegations in paragraph 193.

21           194. Valve denies all allegations in paragraph 194.

22           195. Valve denies all allegations in paragraph 195.

23           196. Valve admits that it does not itself post game reviews. Valve denies the remaining  
24 allegations in paragraph 196.

25           197. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
26 the allegations in paragraph 197, and therefore denies them.

1 198. Valve denies all allegations in paragraph 198.

2 199. Valve denies all allegations in paragraph 199.

3 **VIII. ANTICOMPETITIVE EFFECTS**

4 200. Valve denies all allegations in paragraph 200.

5 **A. As a Result of Valve's Conduct, Valve's Commissions Imposed on Publishers  
Are Inflated and Supracompetitive**

6 **1. The Commission Rate Is Not Related to Valve's Costs or the Benefit  
Steam Provides**

7  
8 201. Valve admits it retains a 30% Revenue Share on some transactions. Valve admits  
9 that its cost structure is different from "brick-and-mortar retailers." Valve denies the remaining  
10 allegations in paragraph 201.

11 202. Valve denies all allegations in paragraph 202.

12 203. Valve admits that the dollar amount developers pay to Valve may not be constant  
13 over time and depends on several factors. Valve denies the remaining allegations in  
14 paragraph 203.

15 204. Valve denies all allegations in paragraph 204.

16 205. Valve admits that the quoted words in the paragraph and footnote 77 appear in the  
17 DISCORD article Plaintiffs cite in footnote 77 and respectfully refers the Court to the document  
18 for a complete statement of its contents. Valve lacks knowledge or information sufficient to form  
19 a belief as to the truth of the of the facts asserted in the quotation, and therefore denies them.

20 206. Valve denies all allegations in paragraph 206.

21 207. Valve admits that the quoted words in paragraph 207 appear in the filing Plaintiffs  
22 cite in footnotes 78 and 79 and respectfully refers the Court to the document for a complete  
23 statement of its contents. Valve lacks knowledge or information sufficient to form a belief as to  
24 the truth of the facts asserted in the quotation, and therefore denies them. Valve also lacks  
25 knowledge or information sufficient to form a belief as to the truth of its competitor's reasons for  
26

1 choosing its revenue share percentage, and therefore denies it. Valve denies the remaining  
2 allegations in paragraph 207.

3 208. Valve admits that the quoted words in paragraph 208 appear in the N.Y. TIMES  
4 article Plaintiffs cite in footnote 80 and respectfully refers the Court to the document for a  
5 complete statement of its contents. Valve lacks knowledge or information sufficient to form a  
6 belief as to the truth of the facts asserted in the quotation, and therefore denies them.

7 209. Valve admits that the quoted words in paragraph 209 appear in the  
8 MCV/DEVELOP article Plaintiffs cite in footnote 81 and respectfully refers the Court to the  
9 document for a complete statement of its contents. Valve lacks knowledge or information  
10 sufficient to form a belief as to the truth of the facts asserted in the quotation, and therefore  
11 denies them. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
12 the remaining allegations in paragraph 209, and therefore denies them.

13 210. Valve admits that the quoted words in paragraph 210 appear in the N.Y. TIMES  
14 article Plaintiffs cite in footnote 82 and respectfully refers the Court to the document for a  
15 complete statement of its contents. Valve denies the facts asserted in the quotation. Valve lacks  
16 knowledge or information sufficient to form a belief as to the truth of the remaining allegations  
17 in paragraph 210, and therefore denies them.

18 211. Valve denies all allegations in paragraph 211.

19 212. Valve denies all allegations in paragraph 212.

20 213. Valve denies all allegations in paragraph 213.

21 **2. Competition in PC Gaming Distribution Would Force Down Valve's**  
22 **Commission Rate**

23 214. Valve denies all allegations in paragraph 214.

24 215. Valve denies all allegations in paragraph 215.

25 216. Valve denies all allegations in paragraph 216.



1           217. Valve admits that the quoted words in paragraph 217 appear in the ENGADGET  
 2 article Plaintiffs cite in footnote 83 and respectfully refers the Court to the document for a  
 3 complete statement of its contents. Valve denies the facts asserted in the quotation. Valve denies  
 4 the remaining allegations in paragraph 217.

5           218. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
 6 the allegations in paragraph 218, and therefore denies them.

7           219. Valve admits that the quoted words in paragraph 219 appear in the Valve article  
 8 Plaintiffs cite in footnote 85 and respectfully refers the Court to the document for a complete  
 9 statement of its contents. Valve admits the facts asserted in the quotation.

10          220. Valve denies all allegations in paragraph 220.

11          221. Valve denies all allegations in paragraph 221.

12          222. Valve denies all allegations in paragraph 222.

13          223. Valve denies all allegations in paragraph 223.

14          224. Valve denies all allegations in paragraph 224.

15          225. Valve denies all allegations in paragraph 225.

16          226. Valve denies all allegations in paragraph 226.

17          227. Valve denies all allegations in paragraph 227.

18                   **3. Valve Forecloses Other Stores that Offer More Competitive**  
 19                   **Commission Rates**

20          228. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
 21 the allegations in paragraph 228, and therefore denies them.

22          229. Valve denies all allegations in paragraph 229.

23          230. Valve admits that the quoted words in paragraph 230 appear in the Apple and  
 24 Google articles Plaintiffs cite in footnotes 87 and 88, and respectfully refers the Court to the  
 25 documents for a complete statement of their contents. Valve lacks knowledge or information  
 26 sufficient to form a belief as to the truth of the facts asserted in the quotation, and therefore

1 denies them. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
 2 the remaining allegations in paragraph 230, and therefore denies them.

3 231. Valve admits that the quoted words in paragraph 231 appear in the N.Y. TIMES  
 4 article Plaintiffs cite in footnote 89 and respectfully refers the Court to the document for a  
 5 complete statement of its contents. Valve lacks knowledge or information sufficient to form a  
 6 belief as to the truth of the facts asserted in the quotation, and therefore denies them. Valve lacks  
 7 knowledge or information sufficient to form a belief as to the truth of the remaining allegations  
 8 in paragraph 231, and therefore denies them.

9 232. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
 10 the allegations in paragraph 232, and therefore denies them.

11 233. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
 12 the allegations in paragraph 233, and therefore denies them.

13 **B. Valve Excludes Potential Competitors from the Market**

14 234. Valve denies all allegations in paragraph 234.

15 235. Valve denies all allegations in paragraph 235.

16 236. Valve denies all allegations in paragraph 236.

17 237. Valve denies all allegations in paragraph 237.

18 238. Valve denies that it has a monopoly. Valve lacks knowledge or information  
 19 sufficient to form a belief as to the truth of the remaining allegations in paragraph 238, and  
 20 therefore denies them.

21 239. Valve denies that it has a monopoly. Valve admits that the quoted words in  
 22 paragraph 207, relating to the alleged 12% revenue share referenced in paragraph 239, appear in  
 23 the filing Plaintiffs cite in paragraph 207, and respectfully refers the Court to the document for a  
 24 complete statement of its contents. Valve lacks knowledge or information sufficient to form a  
 25 belief as to the truth of the facts asserted in the filing, and therefore denies them. Valve lacks  
 26

1 knowledge or information sufficient to form a belief as to the truth of the remaining allegations  
2 in paragraph 239, and therefore denies them.

3 240. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
4 the allegations in paragraph 240, and therefore denies them.

5 241. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
6 the allegations in paragraph 241, and therefore denies them.

7 242. Valve admits that Epic Games Store offers games and other offerings competitive  
8 with those on Steam. Valve lacks knowledge or information sufficient to form a belief as to the  
9 truth of the remaining allegations in paragraph 242, and therefore denies them.

10 243. Valve denies that it has a monopoly. Valve lacks knowledge or information  
11 sufficient to form a belief as to the truth of the remaining allegations in paragraph 243, and  
12 therefore denies them.

13 244. Valve denies all allegations in paragraph 244.

14 245. Valve admits that EA offers games and other offerings competitive with those on  
15 Steam. Valve admits that the quoted words in paragraph 245 appear in the VERGE article  
16 Plaintiffs cite in footnote 97 and respectfully refers the Court to the document for a complete  
17 statement of its contents. Valve lacks knowledge or information sufficient to form a belief as to  
18 the truth of the facts asserted in the quotation, and therefore denies them. Valve lacks knowledge  
19 or information sufficient to form a belief as to the truth of the allegations in paragraph 245, and  
20 therefore denies them.

21 246. Valve admits that Microsoft offers games and other offerings competitive with  
22 those on Steam. Valve denies that it has a monopoly. Valve lacks knowledge or information  
23 sufficient to form a belief as to the truth of the remaining allegations in paragraph 246, and  
24 therefore denies them.

25 247. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
26 the allegations in paragraph 247, and therefore denies them.

1           248. Valve lacks knowledge or information sufficient to form a belief as to the truth of  
2 the allegations in paragraph 248, and therefore denies them.

3           249. The allegations in paragraph 249 are speculation as to which no response is  
4 required. To the extent a response is required, Valve denies all allegations in paragraph 249.

5           250. The allegations in paragraph 250 are speculation as to which no response is  
6 required. To the extent a response is required, Valve denies all allegations in paragraph 250.

7           251. Valve denies all allegations in paragraph 251.

8           252. Valve denies all allegations in paragraph 252.

9           253. Valve denies all allegations in paragraph 253.

10          254. Valve denies all allegations in paragraph 254.

11          255. Valve denies all allegations in paragraph 255.

12 **IX. CLASS ACTION ALLEGATIONS**

13          256. Valve admits that Dark Catt purports to bring this action on behalf of itself and  
14 the proposed class defined in paragraph 256.

15          257. Paragraph 257 contains legal conclusions to which no response is required. To the  
16 extent a response is required, Valve denies the allegations in Paragraph 257.

17          258. Valve denies all allegations in paragraph 258.

18          259. Valve admits that it can consult its internal business records to identify  
19 substantially all persons and entities with which it has entered into contracts. Valve denies the  
20 remaining allegations in paragraph 259.

21          260. Paragraph 260 and subparagraphs a. through k. contain legal conclusions to which  
22 no response is required. To the extent a response is required, Valve denies the allegations in  
23 Paragraph 260.

24          261. Paragraph 261 contains legal conclusions to which no response is required. To the  
25 extent a response is required, Valve denies the allegations in Paragraph 261.

1           262. Paragraph 262 contains legal conclusions to which no response is required. To the  
2 extent a response is required, Valve denies the allegations in Paragraph 262.

3           263. Paragraph 263 contains legal conclusions to which no response is required. To the  
4 extent a response is required, Valve denies the allegations in Paragraph 263.

5           264. Paragraph 264 contains legal conclusions to which no response is required. To the  
6 extent a response is required, Valve denies the allegations in Paragraph 264.

7           265. Paragraph 265 contains legal conclusions to which no response is required. To the  
8 extent a response is required, Valve denies the allegations in Paragraph 265.

9           266. Paragraph 266 contains legal conclusions to which no response is required. To the  
10 extent a response is required, Valve denies the allegations in Paragraph 266.

# **X. CLAIMS FOR RELIEF**

## **COUNT ONE**

### **Illegal Monopoly Maintenance in Violation of 15 U.S.C. § 2**

14           267. Valve incorporates by reference its answers to the preceding paragraphs as if fully  
15 set forth in this paragraph.

16           268. Valve denies all allegations in paragraph 268.

17           269. Valve denies all allegations in paragraph 269.

18           270. Valve denies all allegations in paragraph 270.

19           271. Valve denies all allegations in paragraph 271.

20           272. Valve denies all allegations in paragraph 272.

21           273. Valve denies all allegations in paragraph 273.

22           274. Valve denies all allegations in paragraph 274.

23           275. Valve denies all allegations in paragraph 275.

24           276. Valve denies all allegations in paragraph 276.

25           277. Valve denies all allegations in paragraph 277.

**COUNT TWO****Illegal Attempted Monopolization in Violation of 15 U.S.C. § 2**

278. Valve incorporates by reference its answers to the preceding paragraphs as if fully set forth in this paragraph.

279. Valve denies all allegations in paragraph 279.

280. Valve denies all allegations in paragraph 280.

281. Valve denies all allegations in paragraph 281.

282. Valve denies all allegations in paragraph 282.

283. Valve denies all allegations in paragraph 283.

284. Valve denies all allegations in paragraph 284.

285. Valve denies all allegations in paragraph 285.

286. Valve denies all allegations in paragraph 286.

**COUNT III****Violation of Washington Consumer Protection Act (RCW 19.86)**

287. Valve incorporates by reference its answers to the preceding paragraphs as if fully set forth in this paragraph.

288. Valve denies all allegations in paragraph 288.

289. Valve admits its principal place of business in Washington and that it does business with developers within Washington. Valve denies the remaining allegations in paragraph 289.

290. Valve denies all allegations in paragraph 290.

291. Valve denies all allegations in paragraph 291.

292. Valve denies all allegations in paragraph 292.

293. Valve denies all allegations in paragraph 293.

294. Valve denies all allegations in paragraph 294.

**AFFIRMATIVE DEFENSES**

For its affirmative defenses to Plaintiffs' Amended Class Action Complaint, Valve alleges as follows:

**FIRST AFFIRMATIVE DEFENSE**

The Complaint fails to state a claim upon which relief can be granted.

**SECOND AFFIRMATIVE DEFENSE**

The Complaint and the relief sought therein are barred because the alleged conduct had no anticompetitive effect.

**THIRD AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred because Plaintiffs have not suffered any antitrust injury.

**FOURTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, because Plaintiffs failed to mitigate and/or, through their own conduct, caused damages, if any, allegedly suffered as a result of the alleged conduct.

**FIFTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by the doctrine of unclean hands.

**SIXTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred, in whole or in part, by the applicable statute of limitations.

**SEVENTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims for damages are barred, in whole or in part, because their alleged damages, if any, are too remote and/or speculative to allow recovery and because determining whether, or to what extent, Plaintiffs were damaged is not possible.

**EIGHTH AFFIRMATIVE DEFENSE**

Any injuries sustained by Plaintiffs or putative class members were not caused by Valve.

**NINTH AFFIRMATIVE DEFENSE**

Plaintiffs are not entitled to injunctive relief as they have an adequate remedy at law.

1                                    TENTH AFFIRMATIVE DEFENSE

2            The claims alleged in the Complaint may not be properly maintained or certified as a  
3 class action.

4                                    ELEVENTH AFFIRMATIVE DEFENSE

5            Plaintiffs' claims are barred, in whole or in part, insofar as Plaintiffs make claims or seek  
6 remedies that conflict with, are barred by, or are waived by the terms of Plaintiff's agreements  
7 with Valve.

8                                    ADDITIONAL DEFENSES

9            Valve reserves the right to amend this Answer to add, supplement, or modify defenses  
10 based upon legal theories that come to light through further clarification of the Complaint,  
11 through discovery, or through further legal analysis of Plaintiffs' allegations, contentions, and  
12 positions in this litigation.

13                                   JURY DEMAND

14           Pursuant to Rule 38 of the Federal Rules of Civil Procedure, Valve demands a trial by  
15 jury of all claims and issues so triable.

16                                   PRAYER FOR RELIEF

17           WHEREFORE, having fully answered Plaintiffs' Amended Class Action Complaint,  
18 Valve prays for the following relief:

19           A.     An order dismissing Plaintiffs' Second Amended Consolidated Class Action  
20 Complaint against Valve with prejudice;

21           B.     An award of all its attorneys' fees and costs to the extent permitted by law; and

22           C.     For such other and further relief as this Court deems just and equitable.

23           //

24           //

25           //

26           //



1 DATED this 10th day of June, 2022.

2  
3 **FOX ROTHSCHILD, LLP**

4  
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12 And

13 **MONTGOMERY MCCrackEN**  
14 **WALKER & RHOADS, LLP**

15 By s/ Charles B. Casper

16 Charles B. Casper (admitted *pro hac vice*)  
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21 Email: [ccasper@mmwr.com](mailto:ccasper@mmwr.com)

22 Attorneys for Defendant Valve Corporation  
23  
24  
25  
26

**CERTIFICATE OF SERVICE**

I certify that I am a secretary at the law firm of Fox Rothschild LLP in Seattle, Washington. I am a U.S. citizen over the age of eighteen years and not a party to the within cause. On the date shown below, I caused to be served a true and correct copy of the foregoing on counsel of record for all other parties to this action as indicated below:

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*Attorneys for Plaintiffs*

1 I declare under penalty of perjury that the foregoing is true and correct.

2 EXECUTED this 10<sup>th</sup> day of June, 2022, in Puyallup, Washington.

3  
4   
5 Courtney R. Brooks